

JURY TRIAL DEMANDED

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

UNITED STATES OF AMERICA,

Plaintiff,

v.

LOUIS A. RUPP, II in his individual capacity;
and LOUIS A. RUPP, II and PAULINE RUPP
in their capacity as trustees for the Louis A.
Rupp II Revocable Trust,

Defendants.

COMPLAINT FOR A CIVIL CASE

Case No. 4:19-cv-2644

The United States of America (“United States”) alleges as follows:

I. NATURE OF THIS ACTION

1. This action is brought by the United States to enforce Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (“Fair Housing Act”), 42 U.S.C. §§ 3601-3631. It is brought on behalf of Laura Erwin, Martin Teal, and their minor children (the “Erwin-Teals”), pursuant to 42 U.S.C. § 3612(o).

II. JURISDICTION AND VENUE

2. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1345 and 42 U.S.C. § 3612(o).

3. The United States District Court for the Eastern District of Missouri, Eastern Division, is a proper venue for this action under 28 U.S.C. § 1391(b) because all or a substantial part of the events giving rise to this action occurred in this district and this division, this action concerns real property located in this district and this division, and all defendants reside within this district and this division.

III. PARTIES AND SUBJECT APARTMENT PROPERTY

4. The Erwin-Teals are a married couple who reside in St. Louis, MO. At the time of the alleged discriminatory acts described herein, they were engaged to be married and had one minor child, “B___,”¹ who was born in 2010 and, later, a second minor child, “M___,” who was born in 2017.

5. At all times relevant to this Complaint, the Louis A. Rupp II Revocable Trust was the owner of the residential four-plex apartment property located at 6626 Devonshire Ave., St. Louis, MO 63109.

6. At all times relevant to this Complaint, Defendants Louis A. Rupp II (“Defendant Louis Rupp”) and Pauline Rupp (“Defendant Pauline Rupp”) were registered trustees for the Louis A. Rupp II Revocable Trust. They reside at 2891 Fox Fire Drive, St. Louis, MO, 63129.

7. At all times relevant to this Complaint, the apartment property at 6626 Devonshire Ave. was used as a residential rental property.

¹ The full first names of the Erwin-Teals’ minor children are redacted in this Complaint and Exhibits. Personally identifiable information has also been redacted in the Exhibits.

1 8. Between March 2016 and July 2017, the Erwin-Teals rented the two-bedroom
2 apartment located at 6626 Devonshire Ave., Unit 1W, St. Louis, MO, 63109 (“Unit 1W”), from
3 Defendants.

4 9. The apartment property at 6626 Devonshire Ave., including Unit 1W, is a
5 “dwelling,” as defined by 42 U.S.C. § 3602(b).

6 10. At all times relevant to this Complaint, Defendant Louis Rupp acted as rental
7 agent and property manager for the apartment property at 6626 Devonshire Ave. and was
8 responsible for the rental, leasing, and management of that property.

9 11. At all times relevant to this Complaint, Defendant Louis Rupp was acting as an
10 agent of the Louis A. Rupp II Revocable Trust, within the scope of his authority, and had actual
11 or apparent authority from the Louis A. Rupp II Revocable Trust to engage in the leasing, rental,
12 and management of the apartment property at 6626 Devonshire Ave.

13 **IV. DEFENDANTS’ DISCRIMINATORY HOUSING PRACTICES**

14 12. In or around February 2016, Laura Erwin and Martin Teal each completed an
15 application form entitled “Application for Lease of Apartment” (“Application”), which was
16 provided to them by Defendant Louis Rupp, to rent apartment Unit 1W at 6626 Devonshire Ave.
17 and returned the completed form to Defendant Louis Rupp.

18 13. The Application states, “Important Notice to All Applicants . . . NO PETS OR
19 CHILDREN ARE PERMITTED.”

20 14. The Application also asks for the name, relationship, age, and sex of other persons
21 in the household. In response, both Laura Erwin’s and Martin Teal’s completed application form
22 lists “B__ Teal,” stating that his relationship is “son,” his age is 6, and his sex is male.
23

1 15. A true and correct copy of the completed Application described above in paragraphs
2 12 to 14 is attached as Exhibit 1.

3 16. On February 12, 2016, Laura Erwin and Martin Teal (as tenants) and Defendant
4 Louis Rupp (as lesser) executed a lease agreement (“Lease Agreement”) to rent Unit 1W
5 beginning on March 1, 2016. The Lease Agreement states that it has a one-year term, ending the
6 last day of the month, *i.e.*, February 28, 2017.

7 17. The Lease Agreement states, “NO CHILDREN” (capitalization in original).

8 18. The Lease Agreement lists “Names of all Persons who will occupy apartment: 1.
9 Martin Teal, 2. Laura Erwin, 3. B__ Teal.”

10 19. The Lease Agreement includes handwritten “Additions/Amendments,” including
11 the following provision: “This lease contract is being entered on a trial basis in consideration of
12 the ‘no children’ clause in the contract and the building must be quite [sic] at all times.”

13 20. A true and correct copy of the Lease Agreement described above in paragraphs 16 to
14 19 is attached as Exhibit 2.

15 21. From March 1, 2016, through February 28, 2017, the Erwin-Teals resided in Unit
16 1W pursuant to the Lease Agreement.

17 22. After the lease agreement expired on February 28, 2017, the Erwin-Teals
18 continued to rent Unit 1W on a month-to-month basis.

19 23. On or about May 8, 2017, Defendant Louis Rupp provided the Erwin-Teals a
20 letter dated May 8, 2017, which enclosed a signed Lease Contract Extension and invited them to
21 sign a new one-year lease extension.

22 24. The May 8, 2017 letter stated, in part: “Since your lease contact expired on
23 February 28, 2017 and since we are in high hopes that you will continue your leasing of the

1 apartment at 6626 Devonshire Ave., we are forwarding the enclosed lease extension contract for
2 your signatures. The period of the lease extension will be May 1, 2017 until April 30, 2018 and
3 the lease payment will remain the same.”

4 25. The Lease Contract Extension enclosed with the May 8, 2017 letter was signed by
5 Defendant Louis Rupp on May 8, 2017. It provides: “This is to record that Martin Teal and
6 Laura Erwin are extending the current lease contract for the apartment located at 6626
7 Devonshire Ave. – 1W at a monthly lease payment of \$750.00 for the period starting May 1,
8 2017 and extending until April 30, 2018. All conditions and terms of the initial lease contract
9 signed on February 12, 2016 will remain and prevail.”

10 26. A true and correct copy of the May 8, 2017 letter and enclosed Lease Contract
11 Extension referred to above in paragraphs 23 to 25 is attached as Exhibit 3.

12 27. On May 10, 2017, the Erwin-Teals signed and returned the Lease Contract
13 Extension to Defendant Louis Rupp.

14 28. On May 25, 2017, the Erwin-Teals’ second child, M__, was born.

15 29. Defendant Louis Rupp was not aware that the Erwin-Teals were expecting a
16 second child before he offered the Lease Contract Extension on May 8, 2017. He became aware
17 of the birth of the second child only shortly after she was born.

18 30. On or about June 12, 2017, Defendant Louis Rupp provided the Erwin-Teals a
19 letter dated June 12, 2017 and captioned “Subjects: June Lease Payment/Broken Lease
20 Agreement/Notice to Vacate Apartment no Later than July 31, 2017.”

21 31. The June 12, 2017 letter stated that the Erwin-Teals’ June rent and corresponding
22 late fees had been received late and they owed late fees.

23 32. The June 12, 2017 letter stated further:

1 More importantly, also included with the rent payment was a lease extension memo
2 that was hand delivered to the apartment on May 8, 2017 and signed by both of you
3 on May 10, 2017. In the lease contract extension, it plainly states “all conditions
and terms of the initial lease contract, signed on February 12, 2016 will remain and
prevail.”

4 As a review of the February 12, 1917 [sic] lease contract will show, in BOLD
5 PRINT; **NO PETS, NO CHILDREN, AND NO HEAVY APPLIANCES** are
allowed.

6 At the time of your initially [sic] leasing of the apartment, you indicated that a son
7 would be occasionally staying overnight. It has come to our attention that was a
8 total misrepresentation of the situation since the child has been living full time at
9 the apartment during the past year.

10 In addition, during the past two (2) week [sic], Laura has given birth to a girl who
11 is also now living at the apartment.

12 In light of the above situation and your total disregard for the terms and conditions
13 of your lease contract; [sic] we have no alternative than to not extend the lease
14 contract signed on February 12, 2016, and to terminate your occupancy of
15 apartment 1W located at 6626 Devonshire on or before, but no later than July 31,
16 2017.

17 Your failure to comply will result in legal action to have you removed from the
18 apartment totally at your expense.

19 (capitalization and emphasis in original.)

20 33. A true and correct copy of the June 12, 2017 letter referred to above in paragraphs
21 30 to 32 is attached as Exhibit 4.

22 34. In or around late June, 2017, at some point after he had received the June 12,
23 2017 letter, Martin Teal encountered Defendant Louis Rupp at the 6626 Devonshire Ave.
property. Mr. Teal explained that it was not realistic for the Erwin-Teals to move out by the end
of July and asked if they could be given six months before being forced to vacate the property.
Defendant Louis Rupp refused to allow the Erwin-Teals more time before vacating.

35. During this conversation, Martin Teal also explained that Defendant Louis Rupp had
waived his “no children” policy for them in the Lease Agreement. Defendant Louis Rupp denied

1 that he had done so. Martin Teal attempted to show Defendant Louis Rupp a copy of their Lease
2 Agreement on Mr. Teal's phone. But Defendant Louis Rupp refused to look at the Lease
3 Agreement and told Mr. Teal he did not want to speak with him anymore.

4 36. On or about July 7, 2017, Defendant Louis Rupp provided the Erwin-Teals a
5 letter dated July 7, 2017, and captioned "Subject: July Lease payment/June – July Late Fees."
6 The July 7, 2017 letter stated that the Erwin-Teals owed their July rent and late fees for June and
7 July rent. It also stated: "In addition, we are enclosing a copy of the letter you received on June
8 12, 2017 requesting your vacating the apartment on or before July 31, 2017, due to the stated
9 reasons."

10 37. A true and correct copy of the July 7, 2017 letter referred to above in paragraph
11 36 is attached as Exhibit 5.

12 38. On or around July 7, 2017, Laura Erwin telephoned the Rupp, hoping to speak
13 with Defendant Louis Rupp about the notice to vacate. She reached Defendant Pauline Rupp by
14 telephone instead. During this phone call, Ms. Erwin was crying and told Defendant Pauline
15 Rupp that she had just a baby and that the Rupp had renewed their lease. Defendant Pauline
16 Rupp responded that the Erwin-Teals did not have a lease.

17 39. On or about July 9, 2017, Defendant Louis Rupp provided the Erwin-Teals a
18 letter dated July 9, 2017, and captioned "Subject: July Lease Payment/June-July Late
19 Fees/Notice to Vacate Apartment no Later than July 31, 2017." That letter referenced Laura
20 Erwin's "request to my wife on Friday July 7, 2017 to call you" and stated that "[m]y wife
21 mentioned you referenced your lease."

22 40. The July 9, 2017 letter stated further: "I believe a review of our June 12, 2017
23 letter (copy enclosed) would plainly indicate that at present, you and Martin Do Not Have a

1 Lease contract for the apartment at 6626 Devonshire Ave. based on the reasons stated and the
2 fact that your lease expired in February, 2017.” (emphasis in original).

3 41. The July 9, 2017 letter stated further that Defendants had served notice to vacate
4 by July 31, 2017 and that late fees for July would continue to accrue. The letter stated that if
5 Defendants had not received the amount due in full by July 15, they would initiate a legal
6 eviction action at the Erwin-Teals’ expense.

7 42. A true and correct copy of the July 9, 2017 letter referred to above in paragraphs
8 39 to 41 is attached as Exhibit 6.

9 43. At some point during July 2017, Defendant Louis Rupp initiated eviction
10 proceedings in state court against the Erwin-Teals.

11 44. On July 13, 2017, Defendant Louis Rupp filed an action in Missouri Circuit Court
12 against the Erwin-Teals seeking \$830 in unpaid rent for June and July 2017. That court later
13 awarded a judgment of \$750 for back rent for July 2017, on August 18, 2017. The Erwin-Teals
14 paid this judgment in full.

15 45. On or around July 30, 2017, the Erwin-Teals vacated Unit 1W.

16 46. City of St. Louis “Housing Conservation District Section” Certificates of
17 Inspection issued on November 30, 2015 and August 30, 2017 indicate that Unit 1W has an
18 occupancy limit of three persons.

19 47. Unit 1W is located within the legal boundaries of the City of St. Louis. At all
20 times relevant to this Complaint, it was subject to the requirements of Title 25, Chapter 25.56 of
21 the City of St. Louis Code of Ordinances. *See* City of St. Louis Code of Ordinances, Title 25,
22 Chapter 25.56.010.
23

48. Title 25, Chapter 25.56.050, Exhibit A, 9 (Space Requirements) of the City of St. Louis Code of Ordinances provides: “After an occupancy load has been established and unit is legally occupied, said unit will still be considered to be legally occupied if an infant under the age of thirty (30) months is found to be added to the legally occupied unit.”

49. At all times relevant to this Complaint, the Erwin-Teals' occupancy of Unit 1W was in compliance with the City of St. Louis occupancy limit requirements referenced above in paragraphs 46 to 48.

50. The Erwin-Teals' tenancy would have remained in compliance with these City of St. Louis occupancy limit requirements until September 25, 2019, when their second child, M__, reached the age of 30 months.

51. On August 21, 2017, Defendant Louis Rupp filed an action in St. Louis City Small Claims Court against Laura Erwin on August 21, 2017, seeking \$1906.67 for property damage. That court later awarded a judgment of \$400, on November 30, 2017. The Erwin-Teals paid this judgment in full.

V. HUD ADMINISTRATIVE PROCESS

52. On August 11, 2017, the Erwin-Teals timely filed a complaint of housing discrimination with the United States Department of Housing and Urban Development (“HUD”) against Defendant Louis Rupp, pursuant to 42 U.S.C. § 3610(a), alleging that Defendant Louis Rupp discriminated against them on the basis of familial status, in violation of the Fair Housing Act, as amended, 42 U.S.C. §§3601 *et seq.*

53. On that same date, August 11, 2017, HUD referred the complaint under 42 U.S.C. § 3610(f) to the Missouri Commission on Human Rights, which was a substantially equivalent state agency at the time, for investigation.

1 54. On August 22, 2017, an investigator from the Missouri Commission on Human
2 Rights interviewed Defendant Louis Rupp. During this interview, Defendant Louis Rupp
3 admitted that the reason he terminated the Erwin-Teals' tenancy was that they had had a second
4 child. Specifically, he stated that what "triggered" problems was that "she [Ms. Erwin] became
5 pregnant again," and "pop[ped] up with the second one [child] and I said this cannot go on." He
6 also stated in this same interview that there were "a lot of issues," but "this was the straw that
7 broke the camel's back," and that "it was a combination of things, but the reason I gave them the
8 notice to vacate were [sic] the children."

9 55. On September 28, 2017, the Erwin-Teals amended their complaint to name
10 Defendant Pauline Rupp as a respondent.

11 56. On or around June 13, 2018, the Missouri Commission on Human Rights referred
12 the investigation back to HUD because it no longer qualified as a substantially equivalent state
13 agency under 42 U.S.C. § 3610(f).

14 57. Between June 2018 and July 2019, pursuant to 42 U.S.C. §§ 3610(a) and (b),
15 HUD conducted and completed an investigation of the Erwin-Teals' complaint and attempted
16 conciliation between the parties without success.

17 58. On or around November 2, 2018, the Defendants, through counsel, sent HUD a
18 letter dated November 2, 2018. In that letter, they asserted for the first time that the basis for
19 Defendant Louis Rupp's notice to vacate and his termination of the Erwin-Teals' occupancy was
20 because the addition of their second child to the household resulted in a violation of St. Louis
21 City occupancy rules or requirements.

22 59. On December 12, 2018, an investigator from HUD interviewed Defendant Louis
23 Rupp, with counsel present. Defendant Louis Rupp admitted during this interview that he has

1 been using the same form Lease Agreement that he used with the Erwin-Teals containing the
2 provision “NO CHILDREN” for 45 years.

3 60. On March 6, 2019, the Erwin-Teals amended their complaint again to add and
4 clarify allegations and name the Louis A. Rupp II Revocable Trust as a respondent and name
5 Defendants Louis Rupp and Pauline Rupp in their capacities as trustees and individuals.

6 61. On or about July 11, 2019, based on the information gathered in the
7 administrative investigation, the Secretary of HUD, pursuant to 42 U.S.C. § 3610(g)(1),
8 determined that reasonable cause existed to believe that the Louis A. Rupp II Revocable Trust,
9 Defendant Louis Rupp, and Defendant Pauline Rupp had engaged in illegal discriminatory
10 housing practices. Accordingly, on July 11, 2019, the Secretary of HUD issued a Charge of
11 Discrimination, pursuant to 42 U.S.C. § 3610(g).

12 62. The Secretary of HUD charged the Louis A. Rupp II Revocable Trust and
13 Defendants Louis Rupp and Pauline Rupp with violations of 42 U.S.C. § 3604(a), (b), and (c).

14 63. On July 30, 2019, Defendants, through counsel, timely elected to have these
15 charges resolved in a federal civil action, pursuant to 42 U.S.C. § 3612(a). On July 31, 2019, an
16 Administrative Law Judge terminated HUD’s jurisdiction.

17 64. The Secretary of HUD subsequently authorized the Attorney General to file this
18 action on behalf of the Erwin-Teals, pursuant to 42 U.S.C. § 3612(o).

19 65. On August 13, 2019, the United States and the Defendants executed an agreement
20 that tolled the expiration of any statute of limitations in this action until September 27, 2019.

CLAIM FOR RELIEF

66. Paragraphs 1 through 65 are realleged and incorporated by reference.

67. Defendant Louis Rupp personally performed the discriminatory conduct described above within the scope of his capacity as rental agent and property manager for Unit 1W, as agent for the property owner, the Louis A. Rupp II Revocable Trust.

68. Defendants Louis Rupp and Pauline Rupp are liable for the discriminatory conduct described above in their capacity as trustees for the Louis A. Rupp II Revocable Trust.

69. By the conduct referred to in the foregoing paragraphs, Defendants have:

a. Refused to rent after the making of a bona fide offer, refused to negotiate for the rental of, or otherwise made unavailable or denied, a dwelling because of familial status, in violation of 42 U.S.C. § 3604(a);

b. Discriminated in the terms, conditions, or privileges of rental of a dwelling because of familial status, in violation of 42 U.S.C. § 3604(b); and

c. Made statements with respect to a dwelling that indicate a preference, limitation, or discrimination based on familial status, or an intention to make such preference, limitation, or discrimination, in violation of 42 U.S.C. § 3604(c).

70. As a result of Defendants' conduct, the Erwin-Teals and their minor children have suffered damages and are "aggrieved persons" within the meaning of 42 U.S.C. § 3602(i).

71. Defendants' conduct described herein was intentional, willful, and taken in reckless disregard for the rights of the Erwin-Teals and their minor children.

PRAYER FOR RELIEF

WHEREFORE, the United States prays that the Court enter judgment against Defendants and requests relief as follows:

- a) A declaration that the Defendants' actions, policies and practices, as alleged herein, violate the Fair Housing Act;
- b) An injunction against Defendants, their agents, employees, and successors, and all other persons in active concert or participation with any of them, prohibiting them from:
 - i. discriminating on the basis of familial status in any aspect of the rental of a dwelling;
 - ii. failing or refusing to take such steps as may be necessary to restore, as nearly as practicable, the Erwin-Teals and their minor children to the position they would have been in but for the discriminatory conduct; and
 - iii. failing or refusing to take such steps as may be necessary to prevent the recurrence of any discriminatory conduct in the future and to eliminate, to the extent practicable, the effects of Defendants' unlawful housing practices.
- c) An award of monetary damages to the Erwin-Teals and their minor children, who were injured by the Defendants' discriminatory practices, pursuant to 42 U.S.C. §§ 3612(o) and 3613(c).
- d) Such additional relief as the interests of justice may require.

1 Dated this 26th day of September, 2019.

2
3 Respectfully submitted,

4
5 JEFFREY B. JENSEN
6 United States Attorney

ERIC DREIBAND
Assistant Attorney General
Civil Rights Division

7
8 NICHOLAS P. LLEWELLYN
9 Assistant United States Attorney
10 Chief, Civil Division
11 Thomas F. Eagleton U.S. Courthouse
12 111 S. 10th Street, 20th Floor
13 St. Louis, MO 63102
14 Tel: (314) 539-7637
15 Fax: (314) 539-2287
16 Nicholas.Llewellyn@usdoj.gov

/s/ Kathryn Legomsky
SAMEENA SHINA MAJEED
Chief
TIMOTHY J. MORAN
Deputy Chief
KATHRYN LEGOMSKY
Trial Attorney
Housing and Civil Enforcement Section
Civil Rights Division
U.S. Department of Justice
4 Constitution Square
150 M Street NE, Room 8.1127
Washington, DC 20002
Tel: (202) 616-2450
Fax: (202) 514-1116
Kathryn.Legomsky@usdoj.gov
California Bar No. 275571

17 Attorneys for Plaintiff
18 United States for America
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United States v. Rupp

Complaint Exhibit 1

A FALSE OR WILLFULLY OMITTED STATEMENT HEREIN WILL BE GROUNDS FOR CANCELLATION OF YOUR LEASE AT THE OPTION OF YOUR LANDLORD.

Important Notice To All Applicants

FAILURE TO COMPLY WITH EVERY ONE OF THE FOLLOWING CONDITIONS AT THE TIME YOUR LEASE IS ENTERED INTO OR AT THE TIME OF ANY SUBSEQUENT RENEWAL THEREOF AUTOMATICALLY VOIDS LEASE.

1. The one bedroom apartment shall be occupied by no more than two persons.
2. Leases must be signed by both husband and wife, or both persons who will occupy the apartment.
3. Lease rental may not exceed 90% of applicant's weekly income. However, other assets of applicant will be given due consideration in determining financial responsibility.
4. This application shall survive the signing of the lease and shall become a part thereof.
5. NO PETS OR CHILDREN ARE PERMITTED.

The undersigned hereby makes application for rental at _____

NAME Laura Erwin Social Security No. [REDACTED] Age 27 Phone 314-879-4100

PRESENT ADDRESS 4333 Toenges Ave How long at this address? 8 months Phone 314-879 4100

Present Landlord (If Any) N/A Monthly Payment N/A

Landlord's Address N/A Phone

Former Address 7300 Hampshire Drive How long at this address? 3 Years

Former Landlord Mrs. Cheryl Phone 618 365 3040

OTHER PERSONS IN HOUSEHOLD

Relationship

Age

Sex

Name (if wife give maiden name)

B [REDACTED] Teal Son 6 male

EMPLOYMENT OR BUSINESS Name and Address of Business	Annual Earnings	Position	Employer's Telephone Number	Length of Employment
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Employer's Name <u>Studio Optyx</u>	<u>\$ 2,240/month</u>	<u>Logistic Specialist</u>	<u>314 241-9410</u>	<u>9/8/15</u>
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Address <u>908 Olive Street</u>	<u>26,880.00</u>	<u>ANNUAL</u>	<u>6 months</u>	
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Previous Employer <u>Maggiaro's Little Italy</u>	Phone <u>314-824-2402</u>
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SPOUSE OR SECOND PERSON LIVING AT APARTMENT EMPLOYMENT Social Security No. _____

Employer's Name _____

Address _____ \$ _____

GENERAL INFORMATION

Other Sources of Income N/A Amount Per Month _____

Auto (s) _____ Driver's License _____ Financed _____

Owned _____ No. (s) [REDACTED] By _____ Balance _____

Bank (s) _____ Address & City _____

Bank (s) _____ Address & City _____

☐ Checking

☐ Savings

☐ Have Loan

A FALSE OR WILLFULLY OMITTED STATEMENT HEREIN WILL BE GROUNDS FOR CANCELLATION OF YOUR LEASE AT THE OPTION OF YOUR LANDLORD.

Important Notice To All Applicants

FAILURE TO COMPLY WITH EVERY ONE OF THE FOLLOWING CONDITIONS AT THE TIME YOUR LEASE IS ENTERED INTO OR AT THE TIME OF ANY SUBSEQUENT RENEWAL THEREOF AUTOMATICALLY VOIDS LEASE.

1. The one bedroom apartment shall be occupied by no more than two persons.
2. Leases must be signed by both husband and wife, or both persons who will occupy the apartment.
3. Lease rental may not exceed 90% of applicant's weekly income. However, other assets of applicant will be given due consideration in determining financial responsibility.
4. This application shall survive the signing of the lease and shall become a part thereof.
5. NO PETS OR CHILDREN ARE PERMITTED.

The undersigned hereby makes application for rental at _____

NAME MARTIN Teal Social Security No. [REDACTED] Age 35 Phone 314-236-1672

PRESENT ADDRESS 1137 meyer St. How long at this address? 6 months Phone _____

Present Landlord (If Any) Christopher Aranda Monthly Payment 600.00

Landlord's Address 1137 meyer St Phone 314 814 4673

Former Address 7300 hampshire DR How long at this address? 3 yrs (6 months)

Former Landlord Mrs. Chean Phone 618-368-3040

OTHER PERSONS IN HOUSEHOLD	Relationship	Age	Sex
Name (if wife give maiden name) <u>B [REDACTED] Teal</u>	<u>Son</u>	<u>6</u>	<u>M</u>

EMPLOYMENT OR BUSINESS	Annual Earnings	Position	Employer's Telephone Number	Length of Employment
Name and Address of Business Employer's Name <u>Cheesecake Factory</u>	<u>\$2400.00 moth</u>	<u>Chef</u>	<u>314-741-0505</u>	<u>2012 -</u>
Address <u>Galleria Mall</u>	<u>28,800 Annual</u>		<u>1800 367-2884</u>	
Previous Employer <u>PF Changs - Sous Chef</u>	<u>45,000.00 yr</u>		<u>#11699</u>	<u>Phone 314-862-2624</u>

SPOUSE OR SECOND PERSON LIVING AT APARTMENT EMPLOYMENT Social Security No. _____

Employer's Name _____

Address _____ \$ _____

GENERAL INFORMATION

Other Sources of Income _____ Amount Per Month _____

Auto (s) _____ Driver's License _____ Financed _____

Owned _____ No. (s) _____ By _____ Balance _____

Bank (s) _____ Address & City _____

Bank (s) _____ Address & City _____

☐ Checking ☐ Savings ☐ Have Loan

United States v. Rupp

Complaint Exhibit 2

(314) 894-1793

LEASE AGREEMENT

This is to record that this agreement is made on 12TH day of FEBRUARY, 2016, between (Lessor) LOUIS RUPP and (Tenant/s) MARTINEAL & LAURA EDWIN DE and no others for apartment 1W located at 6626 DEVONSHIRE tenancy starting at 12:00 noon MARCH 1, 2016 and ending at 12:00 noon the last day of the month for \$ 750.⁰⁰ per month. This lease period will cover one (1) year.

RENT IS DUE not later than the first of each month by check or money order, no cash. A late charge of \$5.00 per day is charged if rent is not received by the third of each month. Rent is to be mailed to the lesser at 2891 FOX FIRE DR. ST. LOUIS, MO. 63129.

FAILURE TO PAY RENT and other charges when due or failure to comply with any conditions listed below will result in immediate eviction of the tenant/s and loss of any/all tenant rights. The lesser or his/her agent has the right to enter your apartment under these conditions to protect the premises and property. In the event of legal problems, the tenant will pay all costs for himself/herself and the lesser.

THIRTY(30) DAY NOTICE TO VACATE is required in writing from the tenant. Failure to give (30) days notice makes the tenant liable for one (1) additional month's rent, and/or forfeiture of all deposits held by the lesser.

NO PETS.

NO CHILDREN.

NO HEAVY APPLIANCES such as freezers, waterbeds, etc.

TENANT WILL VIOLATE NO LAWS, create waste, make a nuisance in, on, or around buildings or annoy or interfere with any other tenant or neighbor tenant. Tenants are responsible for same behavior of visitors and guests.

TENANT WILL PAY UTILITIES on time to avoid any interruption of services and potential damage.

NO SUBLETTING or sharing of apartment is permitted. Only the person or persons name appearing on this lease agreement shall occupy the leased apartment without prior written approval.

NO CHANGES IN APARTMENT CAN BE MADE such as paint, locks, drill of holes, alternation of piping or electrical fixtures without prior written consent of the Lesser.

TENANTS MUST CARRY THEIR OWN INSURANCE, both liability and for personal property. Lesser is not responsible or liable for any personal injury or property loss.

TENANT WILL NOT CHANGE CHARACTER OF BUILDING, by placing anything in the windows, outside, in or on the building or roof or garage without prior written consent of Lesser.

TENANT IS RESPONSIBLE FOR ALL DAMAGES OTHER THAN NORMAL WEAR AND TEAR. Broken

Page 2

windows, plugged drains, etc.; will be fixed by tenant or by Lesser at tenant's costs. Major repairs, such as furnices, electrical, hot water heater, etc., will be the responsibility of the Lesser at his cost unless problem was due to fault or neglect of tenant.

LESSER WILL MAINTAIN the apartment and building in good repair with all services as needed. The apartment is in good condition when the tenant accepts it, and it is expected that the tenant will maintain it in the same condition as if it were his own property. However, the Lesser is not responsible or liable for any damage, interruption or loss of services or accommodations due to but not limited by strike, riot, orders of government, utilities, or agencies or acts of God and other things beyond his control. All required repairs will be made as soon as possible after notification.

LESSER OR HIS AGENT HAS THE RIGHT TO ENTER APARTMENT AT REASONABLE TIMES FOR REASONABLE PURPOSES including pest control, make repairs, inspection, showing to prospective tenant or buyer at which time prior tenant approval would be obtained except in the case of an emergency.

Charges and Deposits Collected:

DUSTED First Month's Rent \$ 439.79
 Last Month's Rent \$ N/A.
 Security Deposit \$ 750.⁰⁰
 Total \$ 1,189.79

• FEB. = 29 DAYS
 • $\frac{750.<sup>00
 • $29 - 12 = 17 \text{ DAYS}$
 • $25.87 \times 17 = 439.79$</sup>$

$\frac{1,189.79}{50} = \$1,139.79$

All deposits will be returned to tenant within 30 days after vacating premises less any damages, repairs, and cleaning expenses. Tenant acknowledges receipt of 2 keys. There is a \$5.00 charge for replacing any lost keys or for any keys not returned at the end of tenancy.

Names of all Persons who will occupy apartment:

1. MARTIN TEAL
2. LAURA ERWIN
3. B [REDACTED] TEAL
4. X X X

Tenant agrees that the apartment has been inspected and that everything is in good condition and working order.

Page 3

Required repairs prior to tenant occupancy (if any)

1. _____
2. _____
3. _____
4. _____

If any question exist, please ask before signing this lease agreement.

I/We have read and fully understand and agree to the above terms.

Lesser

Louis Rupp

Tenant/s

Laura D Erwin
Martin Teal

Date

2/12/16

Date

2-12-16

ADDITIONS/AMENDMENTS:

IT IS MUTUALLY UNDERSTOOD BY THE UNDERSIGNED PARTIES THAT:

1. THIS LEASE CONTRACT IS BEING ENTERED ON A TRIAL BASIS IN CONSIDERATION OF THE "NO CHILDREN" CLAUSE IN THE CONTRACT AND THE BUILDING MUST BE QUITE AT ALL TIMES.
2. MARTIN TEAL AND LAURA ERWIN ARE EACH, SINGULARLY AS WELL AS TOGETHER, FULLY RESPONSIBLE FOR ALL TERMS OF THE ABOVE LEASE CONTRACT FOR THE FULL TERM OF THE LEASE CONTRACT FOR APARTMENT 1W LOCATED AT 6626 DEVONSHIRE AVE., ST. LOUIS, MISSOURI, 63109.

Martin Teal 2-12-16
MARTIN TEAL DATE

Laura D Erwin 2-12-16
LAURA ERWIN DATE

Louis Rupp 2/12/16
LOUIS RUPP DATE

United States v. Rupp

Complaint Exhibit 3

Letter Hand Delivered to Apartment Located at 6626 Devonshire – 1W by Louis Rupp on May 8, 2017

May 8, 2017

Martin Teal & Laura Erwin
6626 Devonshire – 1W
St. Louis, Missouri
63109

Subject: Lease Extension

Dear Martin & Laura,

Since your lease contract expired on February 28, 2017 and since we are in high hopes that you will continue your leasing of the apartment at 6626 Devonshire Ave., we are forwarding the enclosed lease extension contract for your signatures. The period of the lease extension will be May 1, 2017 until April 30, 2018 and the lease payment will remain the same.

We are enclosing two (2) copies of the lease extension. One is for your recorders and the second one requires your signature and return.

If you have any questions, we can be reached at 314 894 1793.

Sincerely,

Louis Rupp

Lease Contract Extension

This is to record that Martin Teal and Laura Erwin are extending the current lease contract for the apartment located at 6626 Devonshire Ave. - 1W at a monthly lease payment of \$ 750.00 for the period starting May 1, 2017 and extending until April 30, 2018. All conditions and terms of the initial lease contract signed on February 12, 2016 will remain and prevail.

LESSOR:

Louis Rupp: *Louis Rupp*

DATE: 5/8/17

TENANTS:

MARTIN TEAL: _____

DATE: _____

LAURA ERWIN: _____

Date: _____

RECEIVED
JUL 11 2017
CLERK

United States v. Rupp

Complaint Exhibit 4

Letter Hand Delivered to Apartment Located at 6626 Devonshire Ave. – 1W by Louis Rupp on June 12, 2017

June 12, 2017

Martin Teal & Laura Erwin
6626 Devonshire – 1W
St. Louis, Missouri
63109

Subjects: June Lease Payment/Broken Lease Agreement/Notice to
Vacate Apartment no Later than July 31, 2017

Dear Martin & Laura,

On June 10, 2017 we received your June rent payment in the form of two (2) money grams totally \$770.00 that was post mark on June 7, 2017. Note the copy of the mailing envelop enclosed. The post mark date would indicate a late fee of \$ 35.00 was due rather than the \$ 20.00 amount included with the rent payment.

More importantly, also included with the rent payment was a lease extension memo that was hand delivered to the apartment on May 8, 2017 and signed by both of you on May 10, 2017. In the lease contract extension it plainly states “all conditions and terms of the initial lease contract, signed on February 12, 2016 will remain and prevail.”

As a review of the February 12, 1917 lease contract will show, in BOLD PRINT; **NO PETS, NO CHILDREN, AND NO HEAVY APPLIANCES** are allowed.

At the time of your initially leasing of the apartment, you indicated that a son would be occasionally staying overnight. It has come to our attention that was a total misrepresentation of the situation since the child has been living full time at the apartment during the past year.

In addition, during the past two (2) week, Laura has given birth to a girl who is also now living at the apartment.

In light of the above situation and your total disregard for the terms and conditions of your lease contract; we have no alternative than to not extend the lease contract signed on February 12, 2016, and to terminate your occupancy of apartment 1W located at 6626 Devonshire on or before, but no later than July 31, 2017.

Your failure to comply will result in legal action to have you removed from the apartment totally at your expense.

Louis Rupp

United States v. Rupp

Complaint Exhibit 5

Letter Hand Delivered to Apartment Located at 6626 Devonshire Ave. – 1W by Louis Rupp on July 7, 2017

July 7, 2017

Martin Teal & Laura Erwin
6626 Devonshire Ave. – Apt. 1W
St. Louis, Missouri
63109

Subject: July Lease payment/June – July Late Fees

As of today's mail delivery we have not received your July lease payment that was due on July 1st. or the late fee resulting from your late June lease payment. As of today this totals as follows.

June late fee due =	\$ 15.00
July Lease payment =	750.00
July late fee =	35.00
Total due as of 7/7/17=	\$ 800.00

In addition, we are enclosing a copy of the letter you received on June 12, 2017 requesting your vacating the apartment on or before July 31, 2017 due to the stated reasons. The security deposit that you paid at the time of the lease signing, that was identified as a security deposit, should, in no way be considered your last month payment and therefore the above figure is due in full at this time.

In light of your vacating the apartment on or before July 31st, if we have not received the amount due in full by July 15th, we will have no alternative than to initiate legal action which in accordance with your lease contract, will be at your expense.

If you have any questions, we can be reached at 314 894 1793.

Sincerely,

Louis Rupp

United States v. Rupp

Complaint Exhibit 6

**Letter Hand Delivered to Apartment Located at 6626 Devonshire Ave. – 1W by
Louis Rupp on July 9, 2017**

July 9, 2017

Laura Erwin
6626 Devonshire Ave. – Apt 1W
St. Louis, Missouri
63129

**Subject: July Lease Payment/June-July Late Fees/Notice to Vacate
Apartment no Later than July 31, 2017.**

Dear Laura,

In response to your request to my wife on Friday July 7, 2017 to call you, I have attempted to reach you by phone ten (10) times in the past two days with no success. The number you provided (314 879 4100) indicates your mail box is full **and cannot accept any additional calls or messages. I have left several messages** at the only other phone number I was given for you (314) 263-1072 with no return calls.

My wife mentioned you referenced your lease. I believe a review of our June 12, 2017 letter (copy enclosed) would plainly indicate that at present, you and Martin Do Not Have a Lease contract for the apartment at 6626 Devonshire Ave. based on the reasons stated and the fact your lease expired in February, 2017. We also served notice, for you to vacate the apartment no later than July 31, 2017 for the reasons provided which was a fifty (50) day notice.

On Friday, July 7, 2017 you received our letter (copy enclosed) indicating a total of \$ 800.00 was due for the July payment in addition to late fees relating to the June & July payments. As of the date of this letter, the amount due has increased by an additional \$ 10.00 resulting in a total due of \$ 810.00 as of the date of this letter. As you are aware, the late fee will continue to increase by \$ 5.00 per day until the total is paid in full. We would encourage that everything be done possible to make the payment in full as soon as possible to eliminate the late fees.

As also stated in our July 7th letter, in light of your vacating the apartment on or before July 31st, if we have not received the amount due in full by July 15th, we will have no alternative than to initiate legal action which will be at your expense for rent and possession which will result in your eviction.

If you have any questions, we can be reached at 314 894 1793.

Sincerely,

Louis Rupp

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

United States of America

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Kathryn Legomsky
Dept. of Justice, Civil Rights Div., Housing & Civil Enforcement Section
150 M Street NE, Rm. 8.1127, Washington DC 20002 (202) 616-2450

DEFENDANTS

RUPP, LOUIS A., II and RUPP, PAULINE

County of Residence of First Listed Defendant St. Louis
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

David Dimmitt
Witzel Kanzler & Dimmitt LLC
2001 S. Big Bend Blvd., St. Louis, MO 63117 (314) 645-5367

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☒ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input checked="" type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) _____ ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

42 U.S.C. 3601 et seq.

Brief description of cause:

familial status discrimination, in violation of the Fair Housing Act**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMANDS

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____


DOCKET NUMBER _____

DATE

09/26/2019

FOR OFFICE USE ONLY

SIGNATURE OF ATTORNEY OF RECORD



RECEIPT # _____

AMOUNT _____

APPLYING IFP _____

JUDGE _____

MAG. JUDGE _____

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI

United States of America

Plaintiff,

v.

LOUIS A. RUPP, II in his individual
capacity; and LOUIS A. RUPP, II and
PAULINE RUPP in their capacity as trustees
for the Louis A. Rupp II Revocable Trust

Defendant,

Case No.

ORIGINAL FILING FORM

**THIS FORM MUST BE COMPLETED AND VERIFIED BY THE FILING PARTY
WHEN INITIATING A NEW CASE.**

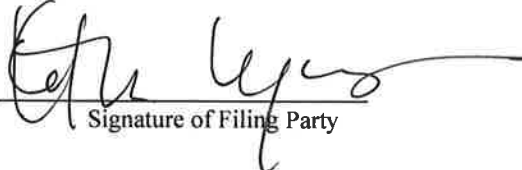
☐ THIS SAME CAUSE, OR A SUBSTANTIALLY EQUIVALENT COMPLAINT, WAS
PREVIOUSLY FILED IN THIS COURT AS CASE NUMBER _____
AND ASSIGNED TO THE HONORABLE JUDGE _____.

☐ THIS CAUSE IS RELATED, BUT IS NOT SUBSTANTIALLY EQUIVALENT TO ANY
PREVIOUSLY FILED COMPLAINT. THE RELATED CASE NUMBER IS _____ AND
THAT CASE WAS ASSIGNED TO THE HONORABLE _____. THIS CASE MAY,
THEREFORE, BE OPENED AS AN ORIGINAL PROCEEDING.

☒ NEITHER THIS SAME CAUSE, NOR A SUBSTANTIALLY EQUIVALENT
COMPLAINT, HAS BEEN PREVIOUSLY FILED IN THIS COURT, AND THEREFORE
MAY BE OPENED AS AN ORIGINAL PROCEEDING.

The undersigned affirms that the information provided above is true and correct.

Date: 09/26/2019


Signature of Filing Party

UNITED STATES DISTRICT COURT

for the
Eastern District of Missouri

United States of America

Plaintiff

v.

Louis A. Rupp, II and Pauline Rupp

Defendant

Civil Action No.

NOTICE OF A LAWSUIT AND REQUEST TO WAIVE SERVICE OF A SUMMONS

To: Louis A. Rupp, II, care of Attorney David Dimmitt

(Name of the defendant or - if the defendant is a corporation, partnership, or association - an officer or agent authorized to receive service)

Why are you getting this?

A lawsuit has been filed against you, or the entity you represent, in this court under the number shown above. A copy of the complaint is attached.

This is not a summons, or an official notice from the court. It is a request that, to avoid expenses, you waive formal service of a summons by signing and returning the enclosed waiver. To avoid these expenses, you must return the signed waiver within 30 days (give at least 30 days, or at least 60 days if the defendant is outside any judicial district of the United States) from the date shown below, which is the date this notice was sent. Two copies of the waiver form are enclosed, along with a stamped, self-addressed envelope or other prepaid means for returning one copy. You may keep the other copy.

What happens next?

If you return the signed waiver, I will file it with the court. The action will then proceed as if you had been served on the date the waiver is filed, but no summons will be served on you and you will have 60 days from the date this notice is sent (see the date below) to answer the complaint (or 90 days if this notice is sent to you outside any judicial district of the United States).

If you do not return the signed waiver within the time indicated, I will arrange to have the summons and complaint served on you. And I will ask the court to require you, or the entity you represent, to pay the expenses of making service.

Please read the enclosed statement about the duty to avoid unnecessary expenses.

I certify that this request is being sent to you on the date below.

Date: 09/26/2019


Signature of the attorney or unrepresented party

Kathryn Legomsky

Printed name

4 Constitution Square
150 M Street NE, Room 8.1127
Washington, DC 20002

Address

kathryn.legomsky@usdoj.gov

E-mail address

(202) 616-2450

Telephone number

UNITED STATES DISTRICT COURT

for the
Eastern District of Missouri

United States of America

Plaintiff

v.

Louis A. Rupp, II and Pauline Rupp

Defendant

Civil Action No.

NOTICE OF A LAWSUIT AND REQUEST TO WAIVE SERVICE OF A SUMMONS

To: Pauline Rupp, care of Attorney David Dimmitt

(Name of the defendant or - if the defendant is a corporation, partnership, or association - an officer or agent authorized to receive service)

Why are you getting this?

A lawsuit has been filed against you, or the entity you represent, in this court under the number shown above. A copy of the complaint is attached.

This is not a summons, or an official notice from the court. It is a request that, to avoid expenses, you waive formal service of a summons by signing and returning the enclosed waiver. To avoid these expenses, you must return the signed waiver within 30 days (give at least 30 days, or at least 60 days if the defendant is outside any judicial district of the United States) from the date shown below, which is the date this notice was sent. Two copies of the waiver form are enclosed, along with a stamped, self-addressed envelope or other prepaid means for returning one copy. You may keep the other copy.

What happens next?

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If you do not return the signed waiver within the time indicated, I will arrange to have the summons and complaint served on you. And I will ask the court to require you, or the entity you represent, to pay the expenses of making service.

Please read the enclosed statement about the duty to avoid unnecessary expenses.

I certify that this request is being sent to you on the date below.

Date: 09/26/2019



Signature of the attorney or unrepresented party

Kathryn Legomsky

Printed name

4 Constitution Square
150 M Street NE, Room 8.1127
Washington, DC 20002

Address

kathryn.legomsky@usdoj.gov

E-mail address

(202) 616-2450

Telephone number

UNITED STATES DISTRICT COURT

for the
Eastern District of Missouri

United States of America

Plaintiff

v.

Louis A. Rupp, II and Pauline Rupp

Defendant

Civil Action No.

WAIVER OF THE SERVICE OF SUMMONS

To: Kathryn Legomsky

(Name of the plaintiff's attorney or unrepresented plaintiff)

I have received your request to waive service of a summons in this action along with a copy of the complaint, two copies of this waiver form, and a prepaid means of returning one signed copy of the form to you.

I, or the entity I represent, agree to save the expense of serving a summons and complaint in this case.

I understand that I, or the entity I represent, will keep all defenses or objections to the lawsuit, the court's jurisdiction, and the venue of the action, but that I waive any objections to the absence of a summons or of service.

I also understand that I, or the entity I represent, must file and serve an answer or a motion under Rule 12 within 60 days from 09/26/2019, the date when this request was sent (or 90 days if it was sent outside the United States). If I fail to do so, a default judgment will be entered against me or the entity I represent.

Date:

Signature of the attorney or unrepresented party

Louis A. Rupp, II

Printed name of party waiving service of summons

Printed name

Address

E-mail address

Telephone number

Duty to Avoid Unnecessary Expenses of Serving a Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain defendants to cooperate in saving unnecessary expenses of serving a summons and complaint. A defendant who is located in the United States and who fails to return a signed waiver of service requested by a plaintiff located in the United States will be required to pay the expenses of service, unless the defendant shows good cause for the failure.

"Good cause" does *not* include a belief that the lawsuit is groundless, or that it has been brought in an improper venue, or that the court has no jurisdiction over this matter or over the defendant or the defendant's property.

If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 12 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.

UNITED STATES DISTRICT COURT

for the
Eastern District of Missouri

United States of America

Plaintiff

v.

Louis A. Rupp, II and Pauline Rupp

Defendant

Civil Action No.

WAIVER OF THE SERVICE OF SUMMONS

To: Kathryn Legomsky

(Name of the plaintiff's attorney or unrepresented plaintiff)

I have received your request to waive service of a summons in this action along with a copy of the complaint, two copies of this waiver form, and a prepaid means of returning one signed copy of the form to you.

I, or the entity I represent, agree to save the expense of serving a summons and complaint in this case.

I understand that I, or the entity I represent, will keep all defenses or objections to the lawsuit, the court's jurisdiction, and the venue of the action, but that I waive any objections to the absence of a summons or of service.

I also understand that I, or the entity I represent, must file and serve an answer or a motion under Rule 12 within 60 days from 09/26/2019, the date when this request was sent (or 90 days if it was sent outside the United States). If I fail to do so, a default judgment will be entered against me or the entity I represent.

Date:

Signature of the attorney or unrepresented party

Pauline Rupp

Printed name of party waiving service of summons

Printed name

Address

E-mail address

Telephone number

Duty to Avoid Unnecessary Expenses of Serving a Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain defendants to cooperate in saving unnecessary expenses of serving a summons and complaint. A defendant who is located in the United States and who fails to return a signed waiver of service requested by a plaintiff located in the United States will be required to pay the expenses of service, unless the defendant shows good cause for the failure.

"Good cause" does *not* include a belief that the lawsuit is groundless, or that it has been brought in an improper venue, or that the court has no jurisdiction over this matter or over the defendant or the defendant's property.

If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 12 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.